Office of State Budget and Management

Contract # <<FY.Budget Item #.Sub Item #>>

This Contract is hereby entered into by and between the Office of State Budget and Management (the "Agency") and the <<Org_Name>> (the "Recipient") (referred to collectively as the "Parties"). The Recipient's federal tax identification number is _____.

1. Contract Documents:

This Contract consists of the following documents:
(1) This Contract
(2) The General Terms and Conditions (Attachment A)
(3) Notice of Certain Reporting and Audit Requirements (Attachment B)
(4) Scope of Work and Annual Budget (Attachment C)
(5) Certification of No Overdue Tax Debts (Attachment D)
(6) Iran Divestment Act Certification (Exhibit E)

These documents constitute the entire agreement between the Parties and supersede all oral and written statements, negotiations or agreements made, communicated, negotiated or entered into prior to or contemporaneously with the full execution of this Contract.

2. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period:

This Contract shall be effective on <<Start Date>> and shall terminate on <<End Date>>.

4. Recipient's Duties:

The Recipient shall provide the services as described in Attachment C.

5. Agency's Duties:

The Agency shall pay the Recipient in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Recipient under this Contract shall not exceed <<$Grant_Amount>> as identified on <<Page_Number>> of the Joint Conference Committee Report on the Base, Capital and Expansion Budgets, House Bill <<1030 (Session Law 2016-94)>> as follows:

<<Language>>

<<There are no matching requirements from the Recipient. Contributions from the Recipient shall be sourced from non-federal funds.>> The total contract amount is <<$Grant_Amount>>.

6. Conflict of Interest Policy:

Recipient shall file with the Agency a copy of Recipient's policy addressing conflicts of interest that may arise involving Recipient's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as Recipient's employees or members of its board or other governing body, from Recipient's disbursing of State funds and shall include actions to be taken by Recipient or the individual, or both to avoid conflicts of interest and the appearance of impropriety. Additionally, the Recipient certifies that, as of the date it executes this Contract, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the grant or project. Throughout the duration of this Contract, the Recipient has the duty to promptly inform the Agency of any such conflict

of interest or direct or indirect benefit of which it becomes aware. The policy shall be filed before Agency may disburse the grant funds.

7. Statement of No Overdue Tax Debts:

Recipient's sworn written statement pursuant to N.C.G.S. 143C-6-23(c) (Attachment D), stating that the Recipient does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. A person who makes a false statement in violation of this subsection is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1. The written statement shall be made under oath and shall be filed before Agency may disburse the grant funds.

8. Letter of tax exempt status:

Recipient shall file with the Agency a copy of Recipient's IRS federal tax exempt letter or 501(c) verification form before Agency may disburse grant funds.

9. Founding and Governing Documents:

Recipient shall file with the Agency a copy of Recipient's Articles of Incorporation and by-laws, trust indenture, partnership agreement, etc. before Agency may disburse grant funds.

10. Board of Directors/Trustees:

Recipient shall file with the Agency a list of Recipient's Board of Directors/Trustees before Agency may disburse grant funds.

11. Reporting Requirements:

The Agency has determined that this Contract is subject to the reporting requirements described in the attached Notice of Certain Reporting and Audit Requirements (Attachment B), which is part of this Contract. The Recipient shall comply with all of the reporting requirements and provisions described in Attachment B hereto. All reporting requirements shall be filed with the Agency using the prescribed forms Agency provides to Recipient.

12. Payment Provisions:

Upon execution of this contract, the Recipient may request and, upon approval by the Agency, receive a single payment for amounts up to one hundred thousand dollars ($100,000). For grants-in-aid of more than one hundred thousand dollars ($100,000) payment will be paid in quarterly installments, consistent with G.S. 143C-6-21.

13. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
<<Name>>,<<Title>> Office of State Budget and Management 20320 Mail Service Center Raleigh, NC 27699-0320 Telephone: <<Telephone Number>> Fax: <<Fax Number>> Email: <<Email Address>>	<<Name>>,<<Title>> Office of State Budget and Management 116 W. Jones Street, Suite 5200 Raleigh, NC 27603 Telephone: <<Telephone Number>> Fax: <<Fax Number>> Email: <<Email Address>>

For the Recipient	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
«FN» «LN», «Title» «NonProfit_Name» «Street_Address» «City», «State», «Zip_Code» Telephone: <<Telephone Number>> Fax: <<Fax Number>> Email: <<Email Address>>	«FN» «LN», «Title» «NonProfit_Name» «Street_Address» «City», «State», «Zip_Code» Telephone: <<Telephone Number>> Fax: <<Fax Number>> Email: <<Email Address>>

14. Disbursements:

In addition to the other requirements set forth above and in the attached documents concerning the disbursement of grant funds by the Recipient (including any sub-recipient(s) and sub-sub-recipient(s)), as well as all requirements imposed on grant fund expenditures by applicable law, rules and regulations, the Recipient acknowledges and agrees, as an express condition of this Contract, to make disbursements of all grant funds in accordance with the following requirements. The Recipient shall:

a. Implement adequate internal controls over all disbursements;
b. Pre-audit all vouchers presented to it for payment to determine:
    - The validity and accuracy of the requested payment;
    - The payment due date;
    - The adequacy of all documentation allegedly supporting the requested payment; and
    - The legality of all disbursements and requested disbursements;
c. Assure adequate control of signature stamps and plates;
d. Assure adequate control of all negotiable instruments; and
e. Implement adequate procedures to insure that its account balance is solvent and shall reconcile its account monthly.

15. Outsourcing:

The Recipient certifies that it has identified to the Agency all jobs related to this Contract that have been outsourced to other countries, if any. The Recipient further acknowledges that it may not outsource to any other country any jobs related to this Contract during the term of this Contract without obtaining the prior written approval of the Agency.

16. Procurement, Suspension and Debarment:

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, the Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. The Recipient further acknowledges and agrees that, in the event that it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all of the Recipient's sub-recipients, sub-sub-recipients, etc.

17. Cost Principles:

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, in the event that it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Recipient hereunder.

18. Final Reports and Certifications:

The Recipient shall file all reports and certifications, as described and required by Attachment B to this Contract, concerning its receipt, handling and expenditure of all grant funds awarded hereunder, including any interest earned by the Recipient from such funds, with the Agency.

19. Monitoring and Auditing:

The Recipient acknowledges and agrees that, from and after the date of execution of this Contract and for five (5) years following its termination, the books, records, documents and facilities of the Recipient are subject to being audited, inspected and monitored at any time by the Agency upon its request (whether in writing or otherwise). The Recipient and its officers, agents and employees shall make the Recipient's books, records, documents and offices/facilities available to the Agency and its personnel for inspection, audit and monitoring upon the Agency's request, shall answer any questions posed to them by the Agency and shall provide the Agency, upon its request, with any documents, records or information sought by the Agency in its efforts to monitor and audit the Recipient's activities regarding the funds awarded under this Contract. The Recipient further agrees to keep and maintain all of its books, records and documents relating in any way to the grant funds awarded hereunder for the time period specified in Attachment A hereto.

20. Grant Agreement with Sub-Recipient(s):

In the event that the Recipient grants to a sub-recipient, a sub-sub-recipient, etc. any of the grant funds awarded to the Recipient hereunder, the Recipient must retain a signed copy of the contract or letter pursuant to which the grant funds awarded to the Recipient hereunder are granted to a sub-recipient, a sub-sub-recipient, etc.

21. Repayment of Grant Funds to Agency:

In the event that the Recipient, either directly or indirectly (e.g., through a sub-recipient or sub-sub-recipient) commits any breach of this Contract which the Recipient fails to fully cure within thirty (30) days of its receipt of written notice from the Agency of said breach, the Agency may make demand in writing of the Recipient that it repay the Agency so much of the grant funds awarded under this Contract, up to and including 100% of the amount of the award made under this Contract. In such an event, the Recipient shall repay said amount to the Agency within thirty (30) days of its receipt of said demand for repayment, as well as any interest earned by the Recipient on said amount.

In addition, in the event that this Contract should be terminated by the parties or otherwise comes to an end prior to the time when the Recipient, its sub-recipient(s), any sub-sub-recipient(s), etc. have expended all of the funds awarded under this Contract, the Recipient shall, within thirty (30) days of said termination or contract end, return to the Agency all such unexpended funds as well as any interest earned by the Recipient on such funds. Furthermore, the Recipient shall, by contract, ensure that, in the event that its sub-recipient(s) enter into any sub-sub-recipient agreements involving any of the funds awarded hereunder, all such sub-recipient, sub-sub-recipient, etc. are required to repay to their recipient(s) all such unexpended funds, as well as any interest earned by the sub-recipient or sub-sub-recipient on such funds, so that the Recipient can return those unexpended funds and interest to the Agency within thirty (30) days of the termination or other end of this Contract. In any event, the Recipient shall be and remain liable to the Agency for the repayment to the Agency of all grant funds that are unexpended (either by the Recipient or any sub-recipient, sub-sub-recipient, etc.) at the time of the termination or other end of this Contract, as well as the repayment of any interest earned by the Recipient, sub-recipient or sub-sub-recipient on such funds at that time.

Except as otherwise required by federal law, the Recipient or a subrecipient shall return to the Agency all affected grant funds and interest earned on those funds if any of the following occurs:

1) The funds are in the possession or control of the Recipient and are not expended, made subject to an encumbrance, or disbursed to a subrecipient by August 31, 2017.
2) The funds remain unexpended at the time that the Recipient or subrecipient dissolves, ceases operations, or otherwise indicates that it does not intend to spend the funds.

In the event that either of the two above identified situations occurs, the Recipient shall, within thirty (30) days of the event, return to the Agency all such unexpended funds as well as any interest earned by the Recipient or subrecipient on such funds.

22. Termination:

Subject to the provisions of paragraph 21 of this Contract, this Contract may be terminated in accordance with the provisions set forth in Attachment A hereto; however, the reporting, monitoring and audit requirements and provisions of this Contract shall survive any such termination.

23. Authorized Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

In Witness Whereof, the Recipient and the Agency have executed this Contract in duplicate originals, with one original being retained by each party.

<<Org_Name>>

_____

Signature Date

_____

Printed Name Title

ATTEST

_____

Notary Public Date Notarized

_____

Printed Name Title

[OFFICIAL SEAL]

Office of State Budget and Management

_____

Signature Date

_____

Printed Name Title